

THIS AGREEMENT Made this 29th day of Sept. A. D. 1905.

WITNESSETH; The Canadian American Coal and Coke Company (Limited) hereinafter called the company, of the first part The United Mine Workers of America represented by District No. 18 herinafter called the men of the second part.

Now this AGREEMENT WITNESSETH; That for and in consideration of the scale of wages, and contract prices hereto, it is agreed between the parties hereto as follows.

ARTICLE 1. It shall be understood and agreed that in case where it may appear, that a member of the U. M. W. of A. has not been fairly treated, the company will through its officials, meet a pit committee, appointed by the U. M. W. of A. but before any of the men shall submit a grievance to the pit committee, he shall endeavor by personal application to the pit boss to settle the matter, and no pit committeeman shall go around the mine for any purpose whatever unless called upon to do so by the proper officials of the U. M. W. of A.

It is understood that the pit committee is to meet the pit boss or mine manager, and endeavor to settle the trouble, but in case of

their disagreement it shall be referred to the general manager of the company, and the president of the local union, or such person or persons as he may designate to accompany or represent him; should they fail to agree, it shall be referred to the general manager of the company and the district president of the U. M. W. of A. for adjustment; should they fail to agree it shall be referred to either the president of the company or the general manager of the company and to president or a national board member of the U. M. W. of A.

In the meantime in all cases, the miners mine laborers and other parties involved must continue at work, pending an investigation and adjustment, and until a final decision is reached in the manner aboveset forth; provided always that in the event of neglect or failure to reach a unanimous decision within one month after reference to the president or general manager and the president of the U. M. W. of A. or national board member, the men shall be at liberty to suspend work, if they so wish.

In addition to the examinations allowed by the Coal Mines Regulation Act, the pit committee above referred to, shall have access to the mine from time to time, to make examinations for the purpose of investigating any dispute, that may occur between the officials of the company and the men employed in the mine.

**ARTICAL 2.** The company will give to the U. M. W. of A. full recognition and concede the check off system: that is to say, upon the individual request in writing of any of the company's employees, the company shall deduct such monies from their wages each month as is designated, for dues, assessments, fines, and initiation fees, in other words the company will retain from the wages due employees, any sum they may have given orders upon the company, for in writing, payable to such officers of the U. M. W. of A. as may be designated in such orders.

**ARTICLE 3.** The company houses will be rented to it's employees, at the rate of ten (\$10.00) dollars per month for three room houses; and at the rate of twelve (\$12.50) dollars and fifty cent per month for the four room houses; the rent to include water and one sixteen candle power lamp in each room the light service to depend on the lighting company now putting in the electric light system in Frank.

**ARTICLE 4.** Any miner failing to earn the minimum rate, of three (\$3.00) dollars per day or shift, owing to any abnormal condition of his working place, shall be paid by the company a sufficient amount to secure him the said minimum.

**ARTICLE 5.** In every month except those in which a statutory holiday occurs, the

Monday after pay-day shall be a holiday, but before such holiday, an officer of the U. M. W. of A. appointed for the purpose, shall wait upon the mine manager and ascertain what his wishes are in respect to the holding of such holiday on such day or other day in lieu thereof.

ARTICLE 6 In case an employe is thrown out of work, unless discharged, he shall be giving preference over new men.

ARTICLE 7. The right to hire and discharge, the management of the mine, and the direction of the working force are vested exclusively in the company, and the U. M. W. of A. shall not abridge this right. It is not the intention of this provision to encourage the discharge of employes, or the refusal of employment to applicants because of personal prejudice or activity in matters affecting the U. M. W. of A. If any employe shall be discharged or suspended by the company and it is claimed an injustice has been done him, the committee together with the employe in question, shall present the case to the mine manager within ten days, if satisfactory settlement is not made with the mine manager it shall be taken up by the mine manager and the officials of the local, and in case they fail to agree it may be taken up with the general manager, by the office of the district within fifteen days thereafter. If the

complaint is not brought before the mine manager in writing within ten days as provided above. it shall not be considered at any time thereafter.

**ARTICLE 8.** The company shall not take contract miners from there places to do company work, unless an emergancy exists where it is necessary to do work for the safety of the mine, or if contract miners are cut out of their working places by reason of some special work to be done, to get coal away from them, and they are given employment in such work, the miner is to receive three (\$3.00) dollars per day.

Any miner called upon to perform dangerous work will be paid a higher rate according to present practice.

**ARTILE 9.** The company shall deliver all material at the nearest cross cut to the face.

**ARTICLE 10.** It is understood and agreed, that the mine at the option of the company shall work six days in the week. except on legal holidays and holidays provided in this agreement, the only exception being the burial of any individual connected with the mine. If any employe or employes shall cause a stoppage of work in violation of this agreement. he or they shall be subject to discharge by the company.

**ARTICLE 11.** The company will sell to it's employes giant powder at the rate of 5½ five

and one half cents per stick, caps one cent each and fuse one cent per foot.

ARTICLE 12. The company will furnish oil to company men.

ARTICLE 13. The following shall be the schedule of wages for shift men for eight hours work underground.

Fire Boss	\$3.50
Fire Boss helper	3.00
Bratticemen	3.00
Timbermen	3.00
Drivers	2.50
Drivers wet places	2.75
Drivers spike team	3.00
Tracklayers	3.00
Miners	3.00
Miners wet places	3.50
Miners rock	3.50
Reperider as at present	0.00
Couplers	2.50
Loaders and pushers in counters	2.75
Timber packers	3.00
Coal buckers	3.00
Switch boys	1.25 to 1.50
Door boys	1.25
Door men	2.50
Unskilled inside labor	2.50
Shiftmen above ground 10 hours work unless otherwise specified.	
Dumpers	\$2.50
Slate pickers boys under 16 sixteen	1.25



Teamsters	2.50
Blacksmiths	3.50
Blacksmiths helpers	2.50
Car repairers	3.00
Engineers tipple	3.00
Engineers tipple 13 hours	3.50
Box car loader engineer	3.00
Firemen engineers 8 hours	3.00
Firemen 8 hours	2.50
Car trimmers	2.50
Hoistmen 8 hours	2.75
All other wages not provided by contract to be paid going wages.	

ARTICLE 14. The wage scale above set forth, shall not operate so as to prevent the company from paying individual men a higher rate; neither shall it be construed to lower the rate paid any individual employed at the mine prior to Sept. 1st 1905.

ARTICLE 15 Yardage prices will be paid as follows;

Main gangway, shall be driven ten feet wide by seven feet high in the clear in side of timbers, and to be securely timbered with sets, not exceeding five foot centers. ditch to be carried on one side to be paid for at the rate of \$11.00 dollars per lineal yard.

Couunter gangways, will be driven six feet wide by seven feet high in the clear, timbered with sets of four pieces, five foot centers to be paid for at the rate of eight dollars [\$8.] per lineal yard.

Cross-cuts, will be driven four feet by four feet and be paid for at the rate of two \$2.00 dollars per lineal yard.

Horizontal cross-cuts between raises and rooms, will be paid for at the rate of two \$2. dollars per lineal yard for the first five yards, then an additional price of fifty cents per yard for the next six yards, then an additional price of fifty cents per yard for the next five yards, making a total distance of forty eight feet that the contract price covers.

Angle chutes, will be driven five feet wide by six feet high, and will be paid for at the rate of \$3.35 three dollars and thirty five cents per lineal yard.

Main single chutes, will be driven seven feet by seven feet inside of set of four pieces, five feet between sets, with centre post for side of chute, set so chute will be four feet wide, and chute built of two plank on one side, price per lineal yard \$8. eight dollars.

Breasts, ten feet wide arched to roof, nine feet high including chute building; if the seam becomes too flat for the coal to run down the chute the company to pay men for bucking it, to be paid for at the rate of four \$4.15 dollars and fifteen cents per lineal yard. If ordered by the company to drive breasts over ten feet wide and nine feet high arched, the same to be paid for in proportion, when bulkheads are put in such places, they are to be paid for at the rate of three \$3.00 dollars each.



Pillars, for the twenty six foot pillars between raises, as at present driven, to be taken out five to six feet from the hanging wall, to be paid for at the rate of fifty \$0 50 cents for each twenty seven cubic feet.

Pillars in angle work, this work to be done on the hanging wall or foot wall as it may appear expedient for the miners to work, the depth or thickness of the seam to be mined, to be determined by the mine manager; not less than four feet, and the price to be paid shall be at the rate of fifty \$0.50 cents per twenty seven cubic feet.

Narrow work, Six feet by six feet opening to be paid for at rate of four \$4.00 dollars per lineal yard; when timbered six \$6 00 dollars per lineal yard.

Extra timbering, for all extra timbering done by contractors on coal props per foot in length five \$0.05 cents per foot will be paid.

Section 16. The hours of labor for inside men shall be eight hours from bank to bank.

ARTICE 17. This agreement takes effect October 1st 1905 and is to be continued in force untill March 31st 1907.

It is understood and agreed that the parties hereto will meet in conference sixty days prior to the expiration of this agreement to discuss the renewal thereof.

**SIGNED SEALED and DELIVERED in triplicate this 29th day of September 1905.**

**On behalf of the Canadian-American Coal & Coke Company, Limited.**

**F. A. HILL,**

**GENERAL MANAGER.**

**On behalf of the United Mine Workers of America.**

**F. H. SHERMAN, Pres. Dist. 18.**

**As member of National Board,**

**PETER PATTERSON.**

**As members of the Local Union No. 1263.**

**JOHN A. McDONALD, Secretary**

**JOSEPH CHAPMAN,**

**JAMES DOUGLAS, Vice Pres.**

**Witness, Mr. G. MEHEGAN.**